

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In re: MC & ODESSA BAKER )  
 )  
 ) Case No.  
 )  
 Debtors ) Chapter 13  
 )

**CHAPTER 13 PLAN**

**PAYMENTS.** Debtor is to pay to the Chapter 13 Trustee the sum of the following amount: \$5,400 per month for 60 months. In addition, debtor shall pay the Trustee and the plan base shall be increased by the following: (1) **Tax Refund.** Debtor shall send any tax refund check received during the pendency of the Chapter 13 Case to the Trustee; however, Debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain \$1,250 for single filers or \$1,500 for joint filers and refundable tax credits consisting of Earned Income Credit and Child Tax Credit, each year. (2) **Employee Bonuses.** Debtor shall send Fifty percent of any employee bonus or other distribution paid or payable to Debtor during the term of the plan. (3) **Additional Lump Sums.** Debtor shall send additional lump sum(s) consisting of \_\_\_\_\_, if any, to be paid to the Trustee.

**DISBURSEMENTS.** Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee to be made pro-rata by class, except per month disbursements described below. However, if there are funds available after payment of equal monthly payments in paragraph 5 and fees in paragraph 6, those funds shall be distributed again to those same paragraphs until paid in full before distributing to the next highest paragraphs.

1. **Trustee and Court Fees.** Pay Trustee a percent of all disbursements as allowed by law and pay filing fees if the Court enters an order providing for filing fees to be paid in the Chapter 13 plan.

2. **Executory Contracts/Lease Arrearages.** Trustee to cure pre-petition arrearage on any executory contract accepted in paragraphs 3 (A or B) estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD
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3. Pay sub-paragraphs concurrently:

(A) **Post-petition real property lease payments.** Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
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(B) **Post-petition personal property lease payments.** Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract.

CREDITOR NAME	MONTHLY PAYMENT	MONTHS REMAINING
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(C) **Continuing Debt Payments including post-petition mortgage payments on real estate other than Debtor's residence.** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph 5 (A)below.

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
US BANK	\$1,583	TRUSTEE
US BANK	779	TRUSTEE

(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence to be at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

	CREDITOR Name	Monthly Payment	By Debtor/Trustee
First Lien:	CHASE	\$800	DEBTOR
Second lien:	CHASE	200	DEBTOR
Third lien:			

(E) **DSO Claims in equal installments.** Pay any pre-petition domestic support obligation arrears in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
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4. **Attorney's Fees.** Pay Debtor's Attorney \$1,281.00 in equal monthly payments over 12 months. Any additional fees allowed by the Court shall be paid pursuant to paragraph 6 below.

5. Pay sub-paragraphs concurrently:

(A) **Pre-petition arrears on secured claims paid in paragraph 3.** Pay pre-petition arrearage on debts paid under paragraphs 3( C) or (D) in equal monthly installments over the period set forth below and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
US BANK	\$44,717	48M	3.12%
US BANK	11,983	48M	3.12%

(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with 3.12% interest.

CREDITOR	EST BALANCE DUE	REPAY PERIOD	TOTAL w/ INTEREST
CAPITAL ONE AUTO	\$16,190	60M	\$17,507
DOR	44,602	60M	48,230
STL CO	7,234	60M	8,200
STL CO	35,607	60M	38,503

(C) **Secured claims subject to modification.** Pay all other secured claims fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with 3.12 % interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 9(A), estimated as set forth below:

CREDITOR	BALANCE DUE	FMV	REPAY PERIOD	TOTAL w / INTEREST
GATEWAY METRO CU	\$2,492	\$8,000	60M	\$2,695

(D) **Co-debtor guaranteed debt paid in equal monthly installments.** The following co-debtor guaranteed claim(s) to be paid by Trustee or by co-debtor as noted below. If paid by Trustee, pay claim in equal monthly installments over the period and with interest as identified below.

CREDITOR	EST BALANCE	TRUSTEE/CO-DEBTOR	PERIOD	INTEREST RATE
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(E) Pay any post-petition fees and costs as identified in a notice filed per Federal Rule of Bankruptcy Procedure 3002.1 as a supplement to an allowed claim or any other post-petition fees and costs which the Court allows and orders the Trustee to pay. Any such amounts shall be paid in equal monthly payments over the remainder of the plan duration and shall not receive interest.

6. Pay \$2,000.00 of debtor's attorney's fees and any additional fees allowed by the Court.

7. Pay sub-paragraphs concurrently:

(A) **Unsecured Co-debtor guaranteed claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below.

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
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(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, to be paid a fixed amount with the balance to be owed by the Debtor(s) after completion of the Plan, pursuant to Sec. 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s).

8. **Priority Claims.** Pay priority claims allowed under 11 U.S.C. section 507 in full estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
IRS	\$2,123
DOR	4,559

9. Pay sub-paragraphs concurrently:

(A) **General unsecured Claims.** Pay general non-priority unsecured creditors. Estimated total owed: \$0. Amount required to be paid to non-priority unsecured creditors as determined by 1325(a)(4) hypothetical Chapter 7 liquidation: \$0. Amount required to be paid to non-priority unsecured creditors as determined by 1325(b) calculation: \$0. Debtor guarantees a minimum of \$\_\_\_\_\_ (Dollar amount or 100%) will be paid to non-priority unsecured creditors.

(B) **Surrender of Collateral.** Debtor proposes to surrender collateral to the following creditor(s), with any deficiency paid as non-priority unsecured debt:

CREDITOR

COLLATERAL

( C ) **Rejected Executory Contracts/Leases.** Debtor rejects executory contract to the following creditor(s), any balance to be paid as unsecured debt:  
CREDITOR CONTRACT/LEASE

10. OTHER

11. All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under section 1328. However, the Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the Court enters an order granting the Debtor's request to avoid the liens.

12. Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed, before filing of the claim by Claimant.

13. Title to Debtor's property to re-vest in Debtor upon confirmation. Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily.

14. Any post-petition claims filed and allowed under 11 U.S.C. section 1305 may be paid through the plan.

CREDITOR'S NOTICE: YOU MUST FILE A CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED HEREIN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM. IN COMPLIANCE WITH ORDER OF THE COURT, ABSENT A SPECIFIC ORDER OF THE COURT TO THE CONTRARY, THE CHAPTER 13 TRUSTEE, RATHER THAN THE DEBTOR, WILL MAKE ALL PRE-CONFIRMATION DISBURSEMENTS PURSUANT TO SECTION 1326 (a). ALL CREDITORS ENTITLED TO PRE-CONFIRMATION DISBURSEMENTS, INCLUDING LEASE CREDITORS, MUST FILE A PROOF OF CLAIM TO BE ENTITLED TO RECEIVE SUCH PAYMENTS FROM THE CHAPTER 13 TRUSTEE. PURSUANT TO LOCAL RULE, THE PROOF OF CLAIM SHALL CONTROL THE VALUATION OF COLLATERAL AND ANY VALUATION STATED IN THE PLAN SHALL NOT BE BINDING ON THE CREDITOR. THE TRUSTEE, IN HIS SOLE DISCRETION, MAY DETERMINE TO RESERVE FUNDS FOR PAYMENT TO ANY CREDITOR SECURED BY A MORTGAGE ON REAL ESTATE PENDING FILING OF A CLAIM.

/s/Martin K. Lundkvist  
Attorney

/s/MC Baker  
Debtor

April 5, 2013  
Date

/s/Odessa Baker  
Debtor

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on the date written below, the undersigned served the Chapter 13 Plan upon John V. LaBarge, Chapter 13 Trustee, and all other parties listed on the attached matrix of creditors through the Court's ECF System or by depositing a true copy of the same enclosed in a post-paid properly addressed wrapper, in a post office or official depository under the exclusive care and custody of the United States Postal Service within the City of St. Louis, Missouri.

Date: April 8, 2013

/s/Martin K. Lundkvist  
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Arlington, TX 76006-1347

St. Louis County Collector Of Revenue  
41 S Central Ave  
Saint Louis, MO 63105-1719

Capital One Auto Finance  
3905 Dallas Pkwy  
Plano, TX 75093-7892

US Bank  
SBA Division  
9918 Hibert St  
San Diego, CA 92131-1018

Chase Mortgage  
PO Box 9001871  
Louisville, KY 40290-1871

US Bank National Association  
9918 Hibert St 2nd Fl  
San Diego, CA 92131-1018

Gateway Metro Credit Union  
1001 Pine St  
Saint Louis, MO 63101-2014

US Dept. Of Education  
PO Box 5609  
Greenville, TX 75403-5609

Heavner Scott Beyers & Mihlar  
PO Box 740  
Decatur, IL 62525-0740

Internal Revenue Service  
PO Box 7346  
Philadelphia, PA 19101-7346

JP Morgan Chase Bank  
700 Kansas Ln  
Monroe, LA 71203-4774

Missouri Department Of Revenue  
Attn. Bankruptcy Unit  
PO Box 475  
Jefferson City, MO 65105-0475

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